HINDUSTAN AERONAUTICS LIMITED
ROTARY WING RESEARCH&DESIGN CENTRE
POST BOX NO-1783
BANGALORE 560017 . INDIA

Ph : +91-80-22311690/22323219
: +91-80 22327133
Fax : +91-80-22313184/25220747

Mail : lmm.rwrdc@hal-India.com
Web : www.hal-India.com
CST NO.10452400 KST NO.10402408
VAT TIN NO.29610049195

BY REGD.POST/COURIER

REQUEST FOR QUOTATION(RFQ)

TWO BID

TENDER NO : RC/IMM//8422CAP/296/2
TENDER DATE : 19/01/2015
DUE DATE : 12/02/2015 at 2:00 PM (IST)

Dear Sirs ,
Please submit your Quotation for the following items. Quotation should reach us on or before the DUE DATE and time.

SL No	PART NO DESCRIPTION	QTY UOM
1	DISPLAY MONITORS,WORK STATIONS WITH INTERCOM FACILLITIES INTERCOM FACILLITIES FOR TELEMETRY SYSTEM (AS PER TECHNICAL SPECIFICATION AT ANNEXURE-I & DRAWING)	1 SET

2. Quotation should contain the following :
a. Shortest Delivery Lead Time .
b. Delivery terms : Ex-works /FOB/FCA/CIF/etc in case of foreign vendors and F.O.R. HAL in case of indigeneous vendors.
c. Terms of payment.
3. This ENQUIRY is governed by TERMS AND CONDITIONS as per the Annexure.
4.Your offer should be submitted separately as "UNPRICED BID / TECHNICAL" and "PRICED BID / COMMERCIAL" in separate sealed envelopes super-scribing RFQ / Tender number & Due date. Both these sealed envelopes should be put in another envelope, which should also be sealed and super-scribed with RFQ No., Bid Due Date, Vendor Name and Address.
5.Request to submit your lowest quotation in a sealed cover super scribing RFQ / Tender No, Due Date, Vendor name and Address so as to reach the following address on or before 12/02/2015 at 2:00 PM (IST)

DEPUTY GENERAL MANAGER(IMM) - RC
ROTARY WING RESEARCH & DESIGN CENTRE,
P.B. NO: 1783, VIMANAPURA POST,
HINDUSTAN AERONAUTICS LIMITED,
BANGALORE - 560017, INDIA
TEL : 0091-80-2231-1690/2232-3219
FAX: 0091-80-22313184 / 22311747

6.Please note that offers submitted after the due date & time will not be considered and will not be opened.Further,offer received vide E-mail/Fax are liable for rejection.
7.Conditional offers are liable for rejection .

Yours faithfully ,
For HINDUSTAN AERONAUTICS LIMITED

H.S.THYAGARAJAMURTHY
SR.MANAGER (IMM) RC
RWRDC Division

HINDUSTAN AERONAUTICS LIMITED
ROTARY WING RESEARCH&DESIGN CENTRE
POST BOX NO-1783
BANGALORE . 560017 . INDIA

Ph : +91-80-22311690/22323219
: +91-80 22327133
Fax : +91-80-22313184/25220747

Mail : imm.rwrdc@hal-India.com
Web : www.hal-India.com
CST NO.10452400 KST NO.10402408
VAT TIN NO.29610049195

TENDER NO: RC/IMM/8422CAP/296/2

GENERAL CONDITIONS:

1. The supply should be as per technical specification placed at Annexure-I.

2. If your firm/Company is registered with Industries Dept. of the concerned State Govt. (District Industries Centre) as Micro, Small Scale or Medium Scale Industry, mention the registration number and provide a copy of Registration Certificate

3. Please note that LATE Tenders shall not be opened and considered.

4. CST/VAT: Unless the rate at which CST/VAT is clearly shown, claim for Taxes will not be entertained later and we will assume that the rate quoted are inclusive of CST/VAT. No form 'C'or'D' will be issued by HAL.

5. Please furnish your TIN No & PAN No. in your proposal.

6. PLEASE FORWARD TECHNICAL & COMMERCIAL PROPOSALS SEPARATELY IN SEALED COVERS IDENTIFIED & SUPERSCRIBED WITH TENDER No. & DATE ON THE TOP OF THE ENVELOPE THROUGH POST OR COURIER SERVICE ONLY. THE QUOTATION RECEIVED THROUGH FAX/E-MAIL WILL NOT BE CONSIDERED. QUOTATION RECEIVED UNSIGNED WILL NOT BE CONSIDERED.

7. In case of personal delivery, the sealed cover should be dropped at the Tender Box kept at the Helicopter Division Reception written as 'TENDER BOX - RWR & DC' on or before the Due Date and before 14:00 hrs on all the working days.

8. Submission of your bids to this RFQ does not obligate HAL to place an order on your firm. HAL reserves the right to short close, withdraw or prematurily terminate the requirement without disclosing any reasons. HAL is not liable to any cost incurred in the preparation or submission of any response from the tenderer.

9. Please also return the enclosed Technical Specification - Annexure-I, Commercial Terms & conditions-Annexure II & Price Format - Annexure-III sheet duly filled & signed by authorised signatory without fail.

10. Bids against this RFQ will be opened on next working of tender DUE DATE @ 12.30 Hrs. Vendors desiring to witness the tender opening may forward written confirmation with name of authorized person and designation prior to tender opening (strictly one person) so as to reach us at least 1 working day in advance.

11. Your proposals should be addressed to:
THE DGM (IMM),
ROTARY WING RESEARCH & DESIGN CENTRE,
HINDUSTAN AERONAUTICS LIMITED,
POST BOX NO. 1783
BANGALORE - 560 017

(H.S.THYAGARAJAMURTHY)
SENIOR MANAGER (PURCHASE)-RC
ROTARY WING RESEARCH & DESIGN CENTRE

Enclosures:
1.ANNEXURE-I : Technical Specification
2.ANNEXURE-II : Commercial Terms and Conditions
3.ANNEXURE-III : Price Format
4.ANNEXURE-IV : Guidelines for High Sea Sales & Agreement Format

TECHNICAL SPECIFICATIONS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

COMPANY NAME:……

QUOTATION REF:……

NAME OF THE ITEM: INTERCOM FACILITIES (AUDIO SYSTEM) FOR TELEMETRY GROUND STATION

Sl. No	Description / Specification	Criteria Essential/ Desirable	Vendor's Compliance
1.	**GENERAL DESCRIPTION**: The Audio system is required to be configured in Telemetry ground station with the following functionalities:	Essential	
a	The audio system in Telemetry Station will be used for intercommunication between the team of designers and the Flight Test Engineer and Helicopter using good quality Headsets with dynamic mikes.	Essential	
b	It should be interfaced with mike input and the speaker output of the V/UHF Communication system(Not part of this specification), which is used for communication between the Flight Test Engineer(FTE) with Pilots on board the Helicopter during flight trials.	Essential	
c	The pilot's voice received through Telemetry link ((**hot mike signal**) is required to be interfaced with the audio system and should be listened by all users & FTE **Note**: Voice signal from Helicopter will be transmitted continuously over Telemetry link during flight, which is termed as hot mike signal	Essential	
d	Users should be able to listen all communication between FTE and Helicopter.	Essential	
e	Users should be able to speak to each other without pressing PTT, but should use PTT to communicate with FTE.	Essential	
f	FTE should be able to speak to users without pressing PTT but should use PTT to communicate to Helicopter. (Through V/UHF)	Essential	

TECHNICAL SPECIFICATIONS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

Sl. No	Description / Specification	Criteria Essential/ Desirable	Vendor's Compliance
g	It is required to be interfaced with 1 spare line input which can be used for feeding recorder output.(i.e. provision for interfacing recorder output)	Essential	
h	The system should not pick up any noise from the V/UHF communication system, or any other systems when Flight Test Engineer communicates with the Pilot by pressing PTT.	Essential	
2.	**SYSTEM CONFIGURATION:** The system should be supplied with future expansion facility:	Essential	
a	Should provide one independent audio system with provision to connect a maximum of 10 individual stations with headsets including Flight Test Engineer (FTE) with special privileges. .	Essential	
3	**FUNCTIONALITIES OF User's STATION:**	Essential	
a	User/Designer's stations should be provided with a good quality headset with dynamic mike interface with PTT.	Essential	
b	Individual headset should be provided with final mixed audio signal with independent volume control.	Essential	
c	Independent users interface/control box should be provided for each station to provide interface PTT, headset connection & volume control facility.	Essential	
d	Each user should be able to communicate to FTE using PTT only but users can communicate among each other without pressing PTT.	Essential	
e	Should be able to listen to Hot mike signal and communication between pilot and FTE all the time.	Essential	

TECHNICAL SPECIFICATIONS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

Sl. No	Description / Specification	Criteria Essential/ Desirable	Vendor's Compliance
F	Audio signals from all the stations should be mixed along with following signals. i. Mixer output signal. ii. Signal for the communication from FTE to headset. iii. Output of Recorder (Line input). iv The gain of individual input should be independently controllable. The final mixed audio should be fed to all the ear pieces of the headsets.	Essential	
4.	**FUNCTIONALITIES OF FLIGHT TEST ENGINEER [FTE] STATION:** Flight Test Engineer station should have following privileges in addition to normal stations by means of **customized interface unit**:	Essential	
a	The mike of FTE should always be connected to the audio system and he should be able to communicate with other users without pressing PTT switch.		
b	The mike of FTE should be interfaced with V/UHF communication system (provided by the user).	Essential	
c	FTE should be provided with independent PTT switches for interfacing to V/UHF communication set	Essential	
d	PTT signal & Mike signal for the V/UHF system may be provided by the special interface/control box. Care should be taken so that V/UHF system will not be loaded .	Essential	
e	When PTT is pressed FTE's mike should be cut off from other communication.	Essential	
f	Should be able to listen all the time, Hot mike voice and VHF communication from the Pilot	Essential	
g	Should supply both Foot and Hand PTT (2 sets)	Essential	

TECHNICAL SPECIFICATIONS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

Sl. No	Description / Specification		Criteria Essential/ Desirable	Vendor's Compliance
5.	**FURNITURES:**			
a	For nine User stations, nine tables and chairs of standard branded make should be provided.		Essential	
b	Should have the provision for fixing the head set(when not in use) and interface/control Box		Essential	
c	Since, the designer will also be monitoring data, should have the provision to place one standard desk top PC, monitor, keyboard and mouse.		Essential	
d	FTE station should be provided with a rack , One No. (19") of height around 6 feet , where VHF system /amplifiers /interface & control Box etc can be mounted and provision for fixing PTT's (Hand and Foot) and also, provision for keeping writing pad of FTE and can write comfortably. Should also have the provision to place head set while not in use.		Essential	
	DETAIL SPECIFICATION: **General:** Individual LRU's can be from different manufacturers but should be of standard make (branded) and should be integrated by one vendor. Previous experience in configuring similar system is preferable.		Essential	
A	**HEADSET Aeronautical standard.**			
1.	Noise Reduction Ratio	15 dB min	Essential	
2.	Weight	Max 400 grams including connectors	Essential	
3.	Type	Earphone with jack	Essential	
4.	Cable/connector	shielded connecting cable	Essential	
5.	Quantity	12 Nos (Includes Two spares)	Essential	

TECHNICAL SPECIFICATIONS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

6.	Sensitivity	(Preferable)3-5 mv for Normal Speech	-----	
7.	Frequency Response	For 300-3000Hz variation should be within +/- 3db	Essential	
8.	Distortion	Max 10% over 300-3000HZ	Essential	
	MICROPHONE			
9.	Type	Boom Microphone /Latest type	Essential	
10.	Impedance	Approx. 300 Ohms	Essential	
11.	Frequency Response	For 300-3000Hz variation should be within +/- 3db	Essential	
12.	Distortion	<10%	Essential	
	Others			
13.	Make	Should be of Standard make, Should have been in use either on Aircrafts/ ATC's/Reputed Flight test Centres.	Essential	
14.	Vendor should provide data sheets and user manual along with technical Bid		Essential	
15.	Quantity	12 (Two spare)	Essential	
B.	**INTERFACE BOX FOR THE USER, with PTT**			
1.	Type	Should be a compact Box, to be fitted on the wide wall of the table	Essential	
2.	Compatibility	Should have provision to connect Head set, Should be compatible with a)Head set b)mic & ear piece c)Main Control Box	Essential	
3.	PTT	Should provide PTT interface and compatible Standard make high impedance PTT.	Essential	
4.	Volume Control	Should provide Volume control for the Headphone output	Essential	
5.	Sidetone adjustment	Should provide mic level (Sidetone) adjustment	Essential	

TECHNICAL SPECIFICATIONS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

6.	Power supply	230V(210-250V) ,50 Hz, If DC power supply is reqd, should be provided by vendor.	Essential	
7.	Others:	1)All electronic and other components used should be of standard make . 2) Necessary interface connections 3)Design should be such a way that All functions listed out in Functionality of user station should be satisfied.	Essential	
8	Quantity	10 Sets (10 Boxex and 10 PTT's) , 9 Stations, +1 spare	Essential	
C.	**INTERFACE BOX FOR FTE, with Foot & Hand PTT**			
1.	Type	Should be a compact to be fitted on 19"Rack.		
2.	Compatibility	Should have provision to connect Headsets of FTE Should be compatible with a)Head set of FTE b)mic & ear piece c)Main Control Box	Essential	
3.	PTT	Should provide PTT interface and compatible Standard make high impedance, Foot PTT. and Hand PTT (Two sets)	Essential	
4.	Volume Control	Should provide Volume control for the Headphone output	Essential	
5.	Sidetone adjustment	Should provide mic level (Sidetone) adjustment	Essential	
6.	Power supply	230V(210-250V),50 Hz.If DC power supply is reqd, should be provided by vendor.	Essential	
7.	Others:	1)All electronic and other components used should be of standard make . 2) Necessary interface connections 3)Design should be such a way that All functions listed out in Functionality of FTE station should be satisfied.	Essential	
8	Quantity	One set,(i.e. One Box & Two Foot PTT and Two Hand PTT)	Essential	

TECHNICAL SPECIFICATIONS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

D.	**Mixer / and Master Control Unit**			
1	Type	Should be a compact unit, either table top or 19”rack mountable., Can be separate units, or single unit.	Essential	
2	No.Of channels	Minimum Four, for following (i)V/UHF unit, (Should be compatible with V/UHF system available/will be procured by HAL, Kindly refer General description,) (ii) Hotmike audio (Refer General description) (iii)Audio Recorder Output (iv)Spare	Essential	
3	Interface/Integration	Master Control unit for interfacing/ integrating the individual units.	Essential	
4.	Output	Should provide output for external speakers and digital recorders.	Essential	
5.	Speaker	Preferable to have built in speaker, which can be turned on/off or should provide external speaker.	------	
6	Others:	1)All electronic and other components used should be of standard make . 2) Necessary interface connections . 3)Design should be such a way that All functions listed out in GeneralDescription, system configuration should be satisfied.	Essential	
7	Quantity	One	Essential	
E.	**Furniture:**			
A.	**TABLE:**			
1.	Make	Standard, Wood or Glass Good Quality	Essential	
2.	Type	Suitable to use with computer, provision for keeping keyboard, (pushable)	Essential	

TECHNICAL SPECIFICATIONS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

3.	Dimension	Around 1Meter(Width)X0.6Meters(Depth) Should have a cabin underneath, to keep one desktop CPU , and comfortable leg space. One Monitor and interface Box need to be put on the table.	Essential	
4.	Others	Should have a provision for putting the head set when not in use	Essential	
5	Quanitity	9 Nos	Essential	
B.	**CHAIR:**			
1.	Type	Computer chair, Standard/good Brand, (Godrej/Featherlite/Ergotek) cushion for Back and seat. Ergonomic, Comfortable to sit.	Essential	
2.	Arms	Should have arms,	Essential	
3.	Others	• Should have wheels • Should be adjustable, Both Height and Back	Essential	
4.	Quantity	10 Nos	Essential	
C.	**RACK:**			
1.	Type	Industry standard,	Essential	
2.	Dimension	19”Width, depth : approximately 0.8 Meters,6 feet Height	Essential	
3	Quantity	One	Essential	

TECHNICAL SPECIFICATIONS

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

F.	**Others:**			
1	Miscellaneous	1) Should provide a pre-amplifier output with all signals mixed to a Digital Audio recorder. 2) Should provide an external speaker preferably to be driven by the master controller. 3) Should provide a patch panel with spare audio inputs and outputs for integration into the system. 4) The system LRUs including customized interface box should be compact portable units, which can be either be table top model or mountable on sides of tables. 5) Firm should provide suitable compact housing for the units to be mounted on the rack. 6) Vendor should provide supporting documents to demonstrate his capability to develop the system. 7) Should Satisfy all requirements spelt out in General Description, i.e. SL.No. 1 .	Essential Essential Essential Essential Essential Essential Essential	
G.	**ELECTRICAL SPECIFICATIONS**			
1.	General	1) Only, 230V, 50Hz Single Phase AC power supply will be provided to the system 2) In case of any other DC power supply requirement, suitable DC power supplies with mating connectors should be supplied along with the system	Info Essential	
H.	**SYSTEM INTEGRATION:**			
1.	General	1) Vendor should carry out the Mechanical & Electrical integration of the systems in Telemetry Ground Station. 2) Vendor should provide necessary accessories & bracket support for integration of the system.	Essential Essential	

TECHNICAL SPECIFICATIONS

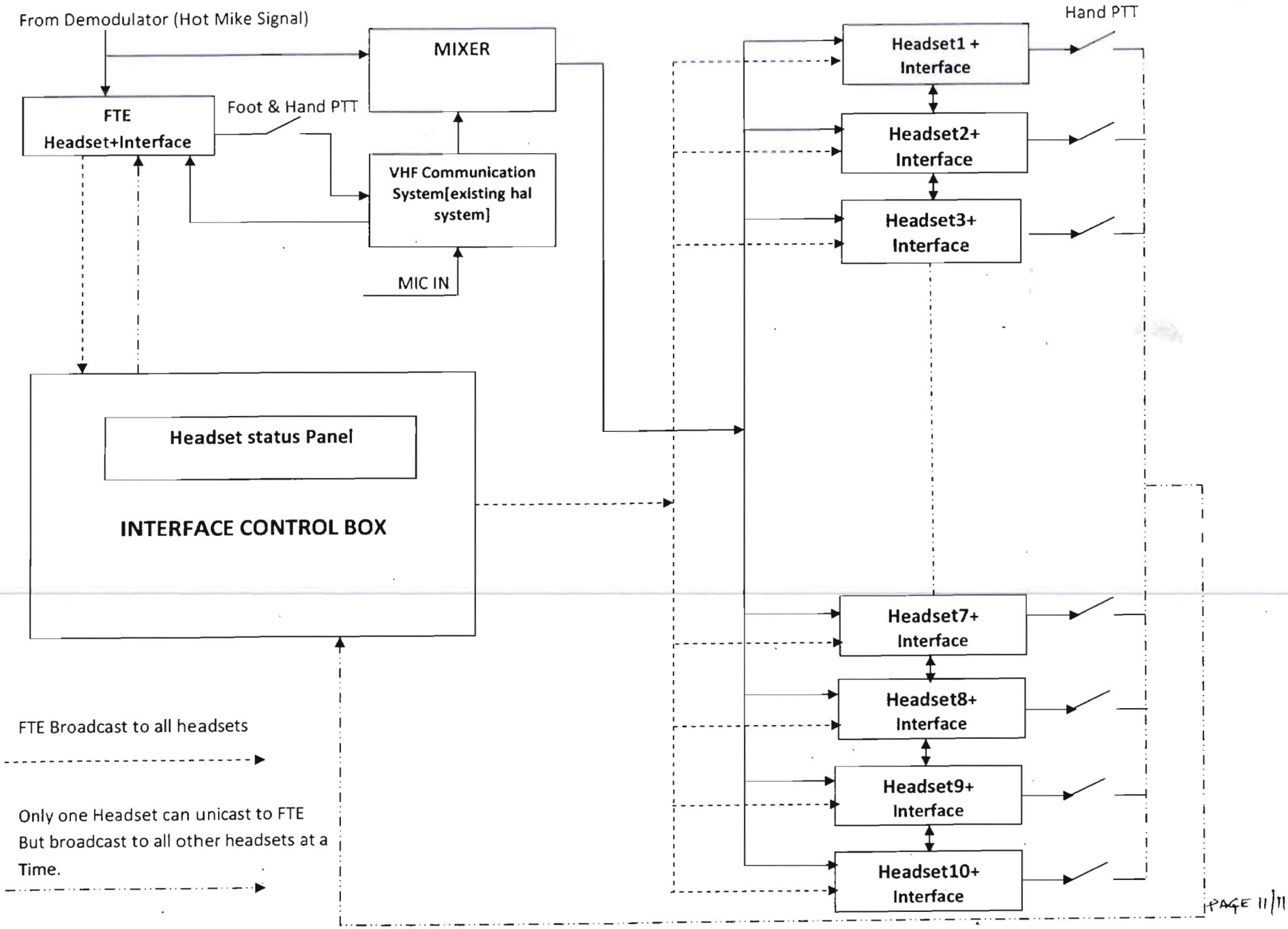
(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

I.	**Mating Connectors for LRUs:**			
1.	General	1) The mating connector for all the units, with necessary interlinking between LRUs to be supplied by the vendor, including customized interface unit, 2) Mating connector for the V/UHF communication system will be provided by HAL.	Essential Essential	
J.	**DRAWINGS & DOCUMENTATION:**			
1.	General	Vendor should provide necessary drawings for the integration and the Documentation including Operation & Maintenance manuals for individual LRUs.	Essential	
J.	**Hardware warranty:**			
1.	General	Vendor should provide warranty support on the hardware supplied for a minimum of 3 years. However, the firm should support the products for a minimum of 8 years.	Essential	
K.	**Acceptance:**			
1.	General	Vendor should demonstrate the system for its working without noise interference and provide acceptance procedure document along with RFQ	Essential	

NOTE: THE ABOVE COMPLIANCE STATEMENT (DULY FILLED) SHOULD BE SUBMITTED ALONG WITH DETAILED DATA SHEET AND TECHICAL BID

AUTHORIZED SIGNATORY WITH SEAL

SCHEMATIC FOR THE AUDIO SYSTEM (Info for the vendor)



TO BE ENCLOSED ALONG WITH TECHNICAL OFFER

ITEM: INTERCOM FACILITIES (AUDIO SYSTEM) FOR TELEMETRY GROUND STATION

S.N	HAL TERMS AND CONDITIONS	Vendor Compliance
1	The offer should be submitted in the prescribed format. Other relevant details should be enclosed separately. A compliance chart clearly detailing items offered with compliance or deviation's against tender specification should be submitted.	
2	**Prices:** Prices should be F.O.R delivery at HAL RWR&DC Stores . The prices quoted should be firm & fixed till completion of supplies. Any claim for increase in price at the later date is not acceptable & will not be considered. Prices quoted should clearly indicate the base price, Excise Duty, VAT/CST and other statutory levies separately, otherwise it will be considered as net rate. The technical and price bid should be inline with tender specification and tender conditions.	
3	The items offered should be current product/architecture with assured technical support for spares & service	
4	The vendor should supply in one lot, commission and integrate all the items at the site designated by HAL.	
5	All the technical details, make and model of the item should be specified in the offer. Quotation should accompany the detailed catalogues and literature.	
6	Vendor should provide necessary drawings for the integration and the Documentation including Operation & Maintenance manuals for individual LRUs.	
7	The vendor should install , commission & demonstrate the system at HAL site, free of cost.	
8	**Quantity :** The quotation must be in the unit in which the quantity is indicated in the enquiry. If it is otherwise, conversion data must be furnished.	
9	**Submission of Bid:** Bids in Two Parts: The vendor shall furnish his offer in two parts. Part I of the offer shall contain the Technical Bid & the technical compliance statement offered-Annexure I, the commercial compliance statement-Annexure II, whereas the Part II of the offer shall contain only Price Bid, & the cost format (as per Annexure-III). Both parts of the offer shall be sealed in separate covers and both these covers shall in turn be kept in a sealed outer cover. This outer and both the inner covers shall be super scribed with our Tender No. & Due Date. Bid received with technical bid and commercial bid in open condition inside one envelope will be rejected. Submitting only one bid with rates and technical details as a single bid will be rejected	
10	**Payment Terms:** (a) 80% of order value will be paid within 30 days on receipt of supplies at HAL and receipt of Commercial Invoice, Airway Bill/House Airway Bill/ Delivery Challan and Warranty Certificate & other documents as called for in the order (b) Balance 20% of order value will be paid within 30 days on acceptance of supplies (installation and commissioning (including training if any) to be done by the vendor wherever applicable as mentioned in the technical specification and fulfillment of all contract obligations (c) No advance payment shall be entertained.	
	(d) Mode of Payment (Indigenous suppliers): The mode of payment is by ECS/RTGS. The ECS/RTGS mandate form duly filled should be sent with quotation. In case you have already submitted ECS mandate form against previous tenders/orders, it is not required to submit once again unless any changes like account number, name of bank etc.	
11	Vendor should provide warranty support on the hardware supplied for a minimum period of 3 years. However, the firm should support the products for a minimum of 8 years.	
12	**Demonstration** Vendor should demonstrate the system for its working as per technical specification and provide acceptance procedure document.	
13	**Validity of Offer:** Prices quoted should remain valid for our acceptance for a minimum of 180 days from the closing date of enquiry. Further extension, if required will be reqeusted by HAL in writing.	
14	**Delivery:** Please indicate realistic delivery schedule for supply/services (like installation, training etc if any as per Technical specification). The demostration of the equipment should be done by the vendor at RWR&DC premises.	

TO BE ENCLOSED ALONG WITH TECHNICAL OFFER

15	**Liquidated Damages:** In the event that any supply/services are delivered beyond the agreed schedules, liquidated damages will be payable / deducted from Invoice equal to 0.5% for every week or part thereof on the unexecuted portion of the order subject to a maximum of ten percent **(10%)** of the delayed Supplies & Services. HAL has a right to reject the deliveries and cancel the order without financial implications in case of delay in delivery not matching programme schedules (this includes delayed installation and commissioning etc). Note: In case vendor becomes defaulter, HAL reserves the right to purchase the requirements from other sources at your risk and cost.(this includes supplies not delivered or supplies received however installation and commissioning is not completed sucessfully. In such case, risk purchase action will be taken for the entire system/product). Acceptance of Late Delivery: Material delivered late and accepted by HAL shall be without prejudice to impose Liquidated Damages in terms of the contract. **NOTE: Appropriate Loading on the quoted price will be done while preparing Price Comparative Statement for bidders who have not agreed for HAL LD clause. (ref Main RFQ).** L.D.Factor-2%(WEIGHT-AGE-FACTOR) Q * (10-L)/10 * 0.02 Where, Q – Quoted Price L – Maximum rate of LD agreed	
16	**Warranty:**	
	(a) The product shall be free from defects in materials and workmanship, in conformance to the specification and fit for the intended purpose and undisputed title of the product.	
	(b) The warranty period shall be for **36 months** from the date of acceptance of items at HAL or more as per your company rules/OEM-policy. The warranty period & coverage should be in commensurate with requirements specified in technical specification, which will supersede the warranty period mentioned herein.the updates& up grades of softwae to be provided free of cost during warranty period.	
	(c) Warranty shall cover all manufacturing and material defects and will be attended by you on free of cost basis including to & fro transportation. You may either carryout repair/rework of the items returned under warranty or replace the item with fresh warranty in case of repair/ rework is not feasible within 30 days. The cost of repair / replacement inclusive of to & fro charges would be borne by the vendor.The breakdown calls will have to be attended within ~48 hours (or mutually agreed period to be indicated in your offer) from the time of intimation during warranty period	
17	**Inspection- acceptance:** The goods on receipt of HAL will be subjected to inspection / tests and the decision of HAL shall be final regarding acceptance / rejection of goods and shall be binding on the bidder. In case of rejection: a) The bidder will be allowed to effect free replacement without extra payment within a time stipulated by HAL. However, the bidder should bear the cost of freight (or) b) HAL will buy the rejected quantity of goods from an alternate source at the risk and cost of the bidder incase of failure to replace the goods as per para (i) above without affecting the bidder's liability as regards the supply of any further consignment due under the contract (or) c) Terminate the contract and recover from the vendor the loss HAL may thereby incur. Bidder shall not be entitled to any gain on the repurchases. The supplier shall also advise disposal instructions for the rejected stores at their risk and cost (within 30 days of such rejection and intimation by HAL).	
18	When counter terms & conditions of business are offered by the tenderer, HAL shall not be governed by such terms and conditions unless specific written acceptance thereof has been given by HAL.	
19	**Jurisdiction:** The courts in the city of Bangalore alone shall have Jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract emanating against subject tender including those arising under the Arbitration act.	
20	**Applicable law and interpretation:** The contract shall be governed by and subject to and interpreted & construed in all respects in accordance with the laws of INDIA as may be in force from time to time.	
21	No condition and terms, notice of which has not been given in this enquiry by parties submitting quotations, will be considered by HAL, if put forward in subsequent correspondence, after acceptance of orders etc.	
22	HAL is not bound to accept the lowest or any other quotation and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and you must supply the same at the rate quoted. The selection of optional items (if any as per specification/offer) will be solely rests with HAL.	

TO BE ENCLOSED ALONG WITH TECHNICAL OFFER

23	95% uptime during warranty period to be ensured failing which the warranty period will be extended for the period for which the system was under breakdown/malfunctioning.	
24	In case Bidder has entered into Rate Contract with DGS&D, the Rate Contract Reference to be sent to HAL along with the quotation. Bidder is required to certify that prices quoted are the same as applicable to DGS&D and other Government Departments. DGS&D Rate Contract holders should state whether they are agreeable for supply at DGS&D Rate Contract Rates in the event of placement of order by us on HAL's own order form.	
25	**Immunity to Government of India**: It is understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HAL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India. Vendor shall agree, acknowledge and understand that HAL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the Government of India as to any manner, claim, cause of action or any thing whatsoever arising out of under this agreement.	
26	**Termination**: HAL reserves the right to cancel the order with 15 days notice without any financial liability in the event of any of the following – a) Repeated rejection for the same reasons/ grounds. b) Repeated delays in delivery of items as specified in the Purchase Order. c) Unbranded/ deceptively branded / spurious supplies against branded items in the Purchase order. d) Time expired supplies.	
	Vendors shall note that, HAL without prejudice reserves its rights to terminate the supply agreement due to non-performance by the vendor. Under such an event, Vendor shall promptly refund to HAL the amount paid to them with fifteen (15) percent interest per annum plus Risk Purchase Cost and additional cost incurred by HAL for re-contracting the task and cost of consequent damages due to delay.	
	Upon termination of the Contract by HAL for any other reason not attributable to Vendor, Vendor shall be entitled to the proportionate charges for the obligation fulfilled either fully or partly up to and as on the date of such termination. However in any case, the maximum liability of HAL is limited to order value to the extent of terminated quantities.	
	Either party shall have the right to terminate the Purchase Order if the other party fails to perform any material provision of the Purchase Order, provided that the defaulting party does not rectify such failure within 180 days after receipt of written notice of such default from the party specifying such failure.	
27	**Indemnity against Patent Rights:** Vendor shall assure HAL that there is no infringement of any patent or industrial or intellectual property right caused by the supply/services and shall undertake to indemnify HAL against all costs, expenses and claims for damages made by any third party that HAL may incur as a result of any action for infringement for which HAL may become liable for the use of the supplies/services, arising from any alleged patent or industrial / intellectual / property rights arising or resulting from any use of the supplies/services.	
28	**Penalty for use of undue influence: (a)** Vendor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of HAL or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the government for showing or forbearing to show favor or disfavor to any person in relation to the contract with the government.	
	(b) Any breach of the aforesaid undertaking by vendor or any of its employees or anyone acting on its behalf (whether with or without the knowledge of the vendor) or the commission of any offers by the vendor or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1947, or any other Act enacted for Prevention of corruption shall entitle HAL to cancel the contract- and all or any other contracts with supplier and recover from supplier the amount of any loss arising from such cancellation. A decision of HAL or its nominee to the effect the breach of the undertaking that has been committed shall be final and binding on supplier.	

TO BE ENCLOSED ALONG WITH TECHNICAL OFFER

	(c) Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of vendor towards any officer / employee of HAL or to any other person in a position to influence the decision of HAL, directly or indirectly or any attempt to influence any officer/ employee of HAL for showing any favor in relation to this or any other contract, shall render vendor to such liability/ penalty as HAL may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the bank guarantee and refund of the amount paid by HAL.	
29	**Language:** All correspondence between the parties, as well as all documentation, manuals, and other writings, in connection with this Contract shall be in the English language.	
30	Vendor has to provide one set of operation/instruction/maintenance manual alongwith supply at free of cost.	
31	Vendor has to provide Warranty Certificate for the item supplied from the date of acceptance of item from the designated HAL user department at free of cost.	
32	Please confirm, (as applicable) in your quotation that: a) The price quoted is your lowest price and is the same as you would normally quote to Government Department. b) The price is in terms of the appropriate clause of the license agreement. (Where license agreement is in vogue).	
33	In the case of airborne material, the same should be covered by a Release Note or Airworthiness Certificate countersigned by person authorized by Government Airworthiness Certifying Authority.	
34	Please indicate in your tender, whether stores newly manufactured through are offered or whether tender includes in whole or in part reconditioned stores. Where newly manufactured stores are offered and on inspection it is found that reconditioned stores or parts have been used, such stores will be rejected at the contractor's risk and expense (including risk purchase). Only newly manufactured product should be supplied.	
35	Vendors while submitting the proposal should categorically declare that items quoted by them are their own manufactured products and are not resold (2nd sale).	
36	No agent/Agents or Third Party / Parties are engaged by HAL in the process of procurement of any materials for HAL. HAL is also not responsible for any person / firm expressing or pretending to express himself / herself/ themselves to be the agent or third party representing HAL in the process of procurement of the materials. It is advised to deal directly with HAL representative who is signatory to this document.	
37	**Settlement of Disputes and Arbitration:** Any disputes / disagreement or question arising out of or relating to consequence of the order / contract which cannot be settled mutually shall be settled as per the provisions of the Indian Arbitration Act 1996. The venue of arbitration shall be Bangalore, India.	
38	**Taxes / Duties:** a) Vendor will bear all the taxes, duties and levies payable in their country. HAL will bear all taxes, duties and levies payable in India only in case of direct supplies from foreign country. (except tax deduction at source if applicable).	
	In case of indigenous vendors (Indian suppliers): HAL will not issue any type of concession forms like "C" or "D", you may please indicate the full rate of taxes/statutory levies as applicable. Excise Duty Exemption Certificate will be provided. Prices quoted should clearly indicate the base price, Excise Duty, Service Tax/VAT and other statutory levies separately, otherwise it will be considered as net rate.	
	b) Deduction of Tax at Source (with holding tax) : (Applicable for all suppliers/service providers): HAL would be deducting at source applicable Income Tax as per Government of India Rules applicable at the time of making payments (Generally on the payments towards Services like training, technical assistance, installation & commissioning , AMC/CAMC etc offered by the Vendor as per prevailing rules).	
	As per the Rules, Income Tax has to be borne by the recipient of the Income and relevant Certificate to this effect will be issued to the Vendor on deduction of such amounts (if applicable). All vendors (suppliers/service providers) including foreign vendors (suppliers/service providers) should have Permanent Account Number (PAN) issued by Income tax Department , Govt. of India.	
	The vendors should provide PAN details in their offer/confirm submission of PAN details immediately after placement of order. Obtaining PAN is responsibility of vendors and any expenditure to be incurred shall be borne by the vendors only.	
	c) Special Instruction for Foreign Service Providers: The current procedure for obtaining PAN for Foreign suppliers/service providers is available at website: https://tin.tin.nsdl.com/pan (refer Form 49A -online application for new PAN)	

TO BE ENCLOSED ALONG WITH TECHNICAL OFFER

	PAN is required to facilitate deduction of Tax at source(TDS) as per prevailing rates towards payment against services rendered as mentioned above against contract emanating against subject RFQ, failing which tax will be deducted at the higher of the following rates and in such case additional tax if any will be also recovered from the vendors/supplier's account. i) at the rate specified in the relevant provision of the Act (presently 10 %-basic rate) ii) at the rate or rates in force (presently 10 %-basic rate) iii) at the rate of twenty percent (presently 20% or higher as applicable)	
	d)The appropriate loading of TDS will be done in case of foreign suppliers/service providers who insist for payment net of taxes towards services, during commercial evaluation of offers (i.e. ~10% or as applicable for service providers who confirms/agrees to provide PAN and ~ 20% or as applicable for service providers who do not confirm/do not agree to provide PAN. The loading however will be done as per prevailing rates.	
	e) TDS is not applicable in case of contracts which involves only supplies and where no services are involved. Important Note: The Foreign seller can claim exemption of payment of taxes in their country towards payment received from HAL against contract in case of double taxation avoidance agreement exists between India and seller's country.	
39	Vendors should indicate all applicable Taxes, Duties, and their quantum. Prices should be F.O.R delivery at HAL RWR&DC Stores. Unless the rate at which CST/VAT is clearly shown, claim for Tax will not be entertained later and we will assume that the rate quoted are inclusive of CST/VAT. No form 'C'or 'D' will be issued. RWRDC is registered with DSIR and exempted to to pay excise /custom duty . CDEC (Custom duty exemption certificate) under Notification No. 51/96-Cus Dt. 23-7-1996/ EDEC (Excise duty exemption certificate) under Notification No. 16/2007-C.E., Dt. 1-3-2007 will be given by HAL. Order can be executed on High Sea Sale Agreement. If the price quoted is on High sea sale basis, prices should be strictly CIF Bangalore & all clearance will be done by the vendor. HAL will provide necessary authorization letter for the same. Vendor quoting on Ex-works & FOB basis for High Sea Sale basis is not acceptable & liable for rejection.	
	Please note that the requisite Custom duty expemption certificate will be provided by HAL under Customs notification no.: 24/2007 read with Customs notification no. 51/96. All the costs associated with Customs clearance, demmurrages etc.,to be taken care by the vendor. As per our understanding the effective rate of Custom duty as at present is around 5.15%. Vendors to confirm the extent of Custom duty applicable as per the reffered Customs notification number in the price bid. The actual Custom duty incurred will be reimbursed fully on submission of necessary proof of incurrence.(applicable in case of High Sea Sale basis). In case of direct import by HAL(Order on Foreign vendor in Foreign currency) , HAL will clear the shipment from customs.	
40	**HIGH SEA SALE:** Order can be executed on High Sea Sale Agreement. If the price quoted by the vendor is on High sea sale basis, prices should be strictly CIF Bangalore & all necessary clearance will be done by the vendor and charges if any towards clearance to be borne by the vendor only. HAL will provide necessary authorization letter for the same. Vendor quoting on Ex-works & FOB basis for High Sea Sale basis is not acceptable & liable for rejection (HSS format enclosed at Annexure-IV).	
41	**Delivery, packing and dispatch:** Procedure for delivery Vendor should notify HAL at least 15 working days prior to the scheduled delivery dates, of the anticipated date of delivery and / or the dispatch particulars (size, weight and number of package) of the deliverable or part thereof to be dispatched Within two working days of the dispatch of the consignment, supplier shall notify in writing all details concerning the dispatch to HAL and user. Packing shall be done in accordance with requirements for transportation and storage. batch number and date of manufacture should be mentioned on each label of item/ equipment. Marking The packages will be marked "HAL" appropriately on all sides for the purpose of easy identification. Other requirements Consignee, mode of dispatch and other requirements shall be as specified by HAL.	
42	**Title ownership and risk** The title, ownership and risk for all supplies shall pass to HAL on the delivery of said supplies and services. On passing of such title the supplies shall exclusively become the property of HAL. Delivery and Passing of Property shall be as per INCOTERMS 2010 in respect of FCA /FAS/FOB shipments. For indigenous vendors, the delivery terms should be F.O.R., HAL, RWR&DC Division Stores basis	

TO BE ENCLOSED ALONG WITH TECHNICAL OFFER

43	**Fall Clause:** The price quoted shall be in no event exceed the lowest price at which the Vendor sells the stores or offer to sell stores of identical description to any person(s) / organization including the purchaser of any Department of the Govt. of India for any Department of the State Govt. or any statutory undertaking of the Govt. of India / State Govt., as the case may be during the period till the completion of the performance of the order placed and during currency of the order. If at any time during the said period, the Vendor reduces the sales price, sells or offers to sell such stores to any person (s)/ organization including the purchaser or any Department of Govt. of India or State Govt. and any statutory undertaking of the Govt. of India / State Govt. as the case may be, at a price lower than the price chargeable in the order, Vendor shall forthwith notify such reduction / sales or offer to sale to HAL, and the price payable in the order for the stores supplies after date of coming into force such reduction or sale or offer to sale shall stand correspondingly reduced.	
44	**Defect Investigation:** (a) When the supplied item is within the warranty period and the defect being confirmed by the vendor on notification issued by HAL / User, the defective item will be sent to vendor at vendor's cost for defect investigation and return, free of cost to HAL. (b) When the supplied item is outside the warranty period, HAL will advise the vendor the nature of defect and seek advice to set right the defect, if it is minor in nature. Otherwise on the advice of the vendor, defective component / unit shall be dispatched for defect investigation and rectification. The defect investigation should be carried out and the defect investigation report should be forwarded within 30 days from the date of receipt of defective component / unit, beyond which HAL is entitled to avail compensation as per the liquidated damages clause. Expenditure towards To & Fro dispatch and rectification subject to prior approval from HAL will be borne by HAL.	
	(c) In case of exigency, when it is not possible for HAL to dispatch the defective component to vendor, HAL will request the vendor to depute a specialist for defect investigation and rectification to HAL or his Customer. HAL will defray the travel and hotel expenses of the specialist (s) deputed for the purpose i.e. defect investigation and rectification. If the supplied item is within the warranty period, vendor has to bear all the expenses relating to travel, accommodation etc. during the warranty period.	
	(d) The vendor should complete the defect investigation (DI) and forward the DI Reports in the formats to be agreed upon to HAL by e-mail / fax within 30 days of receipt of the defective item by them. If the item is repairable, the same should be completed in another 30 (thirty) days and dispatched to HAL by the fastest means. If not repairable, the replacement item should be sent to HAL depending on the terms of the Purchase Order / warranty conditions. Even if the item is not repairable, defect investigation should be carried out by the vendor and a report forwarded to HAL.	
	(e) The investigation report must bring out the root cause of the malfunction / failure and what the vendor intends to do to remedy the malfunction / failure. Details of the work content that is required to be carried out by the vendor and the outline of the kind of report expected shall be indicated in the initial communication by HAL to the vendor and before vendor takes the defective item for investigation. The vendors should particularly note that Defect Investigation requirement is the prerogative of HAL and the vendors are required to complete the DI and send the repaired / new item along with the DI report. While making necessary improvements in the supplied product, depending on field failures attributable to vendor's area of operations like product design, the vendors must indicate the improvements incorporated and supply the new / upgraded product to higher drawing issue without any increase of cost to HAL.	
45	**Confidentiality:** (a) All documents provided with this RFQ are confidential and vendors (without the prior written consent of HAL) shall not disclosed in whole or in part except as far as may be necessary to carry out its obligations under this RFQ. Such documents provided by HAL should be returned with your offer/regret reply in case you are not quoting for subject requirement (as applicable).	
	(b) Either party shall hold confidential all duly stamped "Confidential" technical data and information supplied by the disclosing party or on behalf of the disclosing party and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of the disclosing party. The receiving party shall hold confidential, all duly stamped "Confidential' technical data and information supplied by the disclosing party or on behalf of the disclosing party and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of the disclosing party.	
	(c) Any information provided by HAL shall be the property of HAL and shall not be used for any other purpose other than the purpose intended for without the written permission of HAL. Non Dislcosure agreement will be signed with successful bidder as required. (format enclosed with RFQ)	

TO BE ENCLOSED ALONG WITH TECHNICAL OFFER

46	**Short-Closure of Contract:** HAL reserve the right to short-close the contract with prior notice to the vendor at any time during the tenure of the contract. The liability of HAL in this case will be limited to the extent of the cost as assessed by HAL in its opinion, incurred by vendor till the point of short closure of contract. In any case HAL liabilties shall not exceed order value to the extent of short closed quantity.	
47	Vendor should observe the required safety norms while carrying out the installation /commissioning/training work under the contract inside HAL premises. During the execution of this contract, if any damage is caused to the company's properties due to the negligence of your workmen, the extent of damage will be estimated after a survey by HAL and an equal amount will have to be refunded by vendor. HAL will no way responsible for any loss or damage to their (supplier) personnel.	
48	**Security Clearance**: The Vendor's Engineers/personnel are required to have a security clearance before they are allowed to work in HAL as per scope of the Contract. The responsibility of obtaining police verification certificate (as required) solely rests with Vendor/engineer proposed to be deputed to HAL for the purpose of installation, repair, modification , rework , rectification etc. Incase of foreign vendor, the engineers deputed for purpose of installation/commissioning/training/repair /support etc should have valid passport and business visa.	
49	All prevailing Government / Statutory directives, rules and regulations shall be applicable during the entire project and tenderer should abide by the same.	
50	**Risk Purchase Action**: "If the Supplier fails to deliver the supplies or complete the installation and commissioning work or any part thereof and other obligations as per order within the additional time period fixed & agreed by HAL (without prejudice to invoke LD clause) for such delivery or completion of the work beyond the purchase order delivery schedule, HAL will be entitled to repurchase the supplies not delivered or delivered but not installed/commissioned, at the risk and cost of the defaulting Supplier. In the event of such repurchase of supplies including installation and commissioning etc the defaulting Supplier shall be liable for any and all loss which HAL may sustain on the account of the failure of the Supplier to deliver on time including installation, commissioning and other obligations as per the order".	
51	**Insolvency:** If vendor: a) enters into liquidation, whether compulsory or voluntary (otherwise than for amalgamation or re-construction), or b) becomes insolvent, or c) has a Receiver appointed by their respective Governmental law for the whole or parts of its asset, Vendor shall forthwith notify the same to HAL and HAL shall have the right, without prejudice to its other rights or remedies herein, to terminate the unexecuted part of the Contract as per Termination Clause. In such event, HAL shall become entitled forthwith to the refund of the all the advance payments received by vendor for that part of its obligations under the Contract that has not been fulfilled	
52	**Non Assignment to Third Party:** Vendor shall not be entitled without HAL's prior written consent to assign or transfer to a third party all or part of the benefits or obligations of this contract	
53	**Relationship of the parties** It is understood that each party is an independent entity and that all persons engaged in the work under the contract that are supplied by the either party shall not be employees of the other party in any sense. It is further agreed that neither party shall have the right to act as the agent or legal representative of the other party, or to bind the other party in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the other party.	
54	**BRIBES AND GIFTS** : Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his parties, agent or servant or any one on his or their behalf to any officer, servant, representative or agent of HAL or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with HAL shall in addition to any criminal liability which the contractor may incur, subject the contractor to the cancellation of this and all other contracts with HAL and also to payment of any loss or damage resulting from any such cancellation under clauses-8 and 10 thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by HAL in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.	
55	Supply should be strictly confirming to order specification (As per Annexure-I)	

TO BE ENCLOSED ALONG WITH TECHNICAL OFFER

56	HAL, its customers and regulatory authorities have the right to access your manufacturing facilities or of your sub contractors and verify the process with respect to ordered materials and related record with respect to QMS adopted to control the manufacturing process.	
57	**Agent / Agency Commission**	
	The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores referred to in this offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the contract / purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.	
	The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract / Purchase order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier with Buyer.	
58	**Export License:**	
	a) A specific confirmation on availability of export license from your Government should be given. Copy of relevant permission / license issued by your Government should be enclosed (if applicable).	
	b) Vendor should also confirm that necessary clearances are available from the Governmental authorities regarding the sharing of technical data.(if any).	
	c) Timely availability of export license is vendor's responsibility as a part of the contract. However any delay should be promptly informed to HAL.	
	d) Please also indicate status of export permit based on the present rules/ regulations of your country and normal time frame for obtaining such a export permission if an order is placed on you in near future and the same should be covered within the delivery schedule indicated. Vendors should categorically confirm the availability of export license from their government for exporting the system to HAL, India.	
59	Vendor should clearly idicate similar equipment supplied on global basis to aircraft manufacturing industry , any divisions of HAL and to other reputed/government customers any where in India with customers full address, telephone/telefax, PO number, PO value and year of supply.	
60	Conditional discounts will not be considered in evaluation of tender	
61	**If your quotation doesn't accompany the duly filled commercial terms & conditions, it will be presumed that all the terms & conditions here above are accepted as whole.**	

AUTHORISED SIGNATORY WITH SEAL

TENDER NO.RC/IMM/8422CAP/296/2 **ANNEXURE-III**

PRICE FORMAT

Vendor Name

Quotation ref:

Type of Bid: Two Bid System (Technical cum non-price bid and Price Bid seperately to be submitted).

Name of Work: Supply of INTERCOM FACILITIES (AUDIO SYSTEM) FOR TELEMETRY GROUND STATION (AS PER TECHNICAL SPECIFICATION AT ANNEXURE-I)

Sl. No.	ITEM DESCRIPTION	QTY	UOM	Currency	Unit Price (Excluding Taxes)	Total Basic Price (Exclusive of Taxes)	Applicable taxes (if any) in value of currency offered				Total Basic Price (Including Taxes)	Remarks if any
							Customs duty	Excise Duty	Sales tax	Service Tax		
1	INTERCOM FACILITIES (AUDIO SYSTEM) FOR TELEMETRY GROUND STATION (AS PER TECHNICAL SPECIFICATION AT ANNEXURE-I)	1	SET									
2	Other Charges (if any)	1	LOT									

Note:

1 Please indicate the currency of quoted prices

2 Please indicate the applicable taxes/duties in %, packing & forwarding charges etc in the respective cells. OtherwIse, the quoted prices will be considered as nett rate. HAL will provide Excise Duty Exemption Certificate

3 The rate quoted for all the above supplies should be in line with technical specification

4 The prices quoted should be firm & fixed

5 Transportation & Insurance needs to be arranged by supplier only. If no delivery terms are indicated, the delivery terms will be considered as 'FOR HAL RWRDC STORES'.

6 Commercial evaluation will be carried out considering the total value quoted for "INTERCOM FACILITIES (AUDIO SYSTEM) FOR TELEMETRY GROUND STATION (AS PER TECHNICAL SPECIFICATION AT ANNEXURE-I) ", including applicable taxes, duties & other loading factors if any. Order will be placed on L-1 basis for total system.

7 HAL will provide CDEC (Custom duty exemption certificate) under Notification No. 51/96-Cus Dt. 23-7-1996/ EDEC (Excise duty exemption certificate) under Notification No. 16/2007-C.E., Dt. 1-3-2007 as applicable.

TENDER NO.RC/IMM/8422CAP/296/2 **ANNEXURE-III**

B) Price BreakUp(Vendor to provide price break up for quoted system as per specification for HAL reference)

Sl. No	Description	Qty	UOM	Currency	Unit Price (Excluding Taxes)	Total Basic Price (Exclusive of Taxes)	Applicable taxes (if any) in value of currency offered				Extended Price	Remarks if any
							Customs duty	Excise Duty	Sales tax	Service Tax		
1	Headset with Microphone	12	NUMBERS									
2	Interface Box for the user with PTT	10 sets(10 Interface Box+10 PTT)	SET									
3	Interface Box with Foot PTTand Hand PTT	01 set (One Interface Box+2 Hand PTT+2 Foot Hand)	SET									
4	Mixer and / Master Control Unit /Master Station	1	SET									
5	Furniture : Table	9	NUMBERS									
6	Furniture : Chair	10	NUMBERS									
7	Rack	1	NUMBER									
8	System Integration	1	LOT									
9	Mating Connectors and Cable set	1	SET									
10	Drawing and documentation	1	SET									
11	Any other essential accessories required for integration	1	SET									

AUTHORIZED SIGNATORY WITH SEAL

ANNEXURE -IV

Guidelines for High Sea Sales

1. High Sea Sales (HSS) is a sale carried out by the carrier document consignee to another buyer while the goods are yet on high seas or after their dispatch from the port / airport of origin and before their arrival at the port / airport of destination.

2. HSS contract /agreement should be signed after dispatch of goods from origin & prior to their arrival at destination. The agreement should be on stamp paper.

3. On concluding the HSS agreement, the B/L should be endorsed in favour of the new buyer, in respect of air shipment, HSS seller should write to the consol agent informing that a HSS agreement has been established with the HSS buyer and that the carrier document should therefore be considered and endorsed in favour of the HSS buyer and further the IGM should be filed by the carrier in the name of the HSS buyer.

4. In HSS contracts the HSS seller may not like to disclose the import value to the HSS buyer. However, HAL should insist to get the import value. In case the same is not agreed to HSS seller should take on the responsibility of custom clearance and site delivery and the price quoted should be the CIF value.

5. HSS is considered as a sale carried out outside the territorial jurisdiction of India. Accordingly, no sales tax is levied in respect of HSS. The customs documents (B/E) is either filed in the name of HSS buyer or such B/E has an endorsement indicating HSS buyer's name.

6. The title of goods transfers to HSS buyer prior to entry of goods in territorial Jurisdiction of India. The delivery from customs is therefore on account of HSS buyer.

7. HSS goods are entitled to classification, rates of duty and all notification benefits as would be applicable to similar import goods on normal sale.

8. HSS is also applicable to goods imported by air. As long as the sale is formalized after dispatch from airport / port or origin and before arrival at the first port of discharge / airport at destination, such sale is considered as HSS.

9. Sometime HSS buyers buy goods after their arrival, such sale are not HSS. The stamp paper on which the HSS agreement is executed must not bear the stamp paper purchase date as being post cargo arrival date.

HIGH SEA SALE AGREEMENT FORMAT

Purchase Order reference :

Name of the foreign supplier / country :

Sales Tax : No sales tax will be charged as the goods are being delivered to the buyer on **High Sea Sales** basis. But if at a later date the local sales tax authority assesses sales tax and other levies, such as interest if any on this sale, the same shall be borne by the buyer.

Payment : As per purchase order.

Sales /Delivery : The goods are sold on the **"High Seas Sale"** basis and the above price is **(incoterms)** The freight and freight clearing charges ---------- The buyer is responsible for payment of customs duties and / licensing matter / provide exemption certificate for customs duties for the import, if any, by the Government. (Optional)

The seller shall retain one copy each of the signed High Sea sales agreement, the exchange control copy of the Bill of Entry / Bill of Lading / Airway bill and a copy of the clearing agent's bill after customs clearance. This is to enable the seller to complete RBI formalities for making foreign exchange / currency payment to M/s..... (Name of the OEM/Source supplier) which is the supply source abroad.

IN WITNESS THEREOF Seller and Buyer hereto have set their respective hands on the mentioned above.

Dated:

Buyer: **For Hindustan Aeronautics Limited**

Seller: **For (M/s..... .)**

Witness:
1. **2.**